

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

LABORER AND RELATED CLASSIFICATIONS

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

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February 22, 2010

**NOTICE REGARDING ADVISORY SCOPE OF WORK FOR
THE SOUTHERN CALIFORNIA LABORERS'
GENERAL PREVAILING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Laborers 2006-2009 Master Labor Agreement, Memorandum of Agreement by and between Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association, were not published or recognized for the **Los Angeles and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Laborers' general determination, **SC-23-102-2-2009-1** and continuing with any subsequent Southern California Laborers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.



**SOUTHERN CALIFORNIA DISTRICT COUNCIL
OF
LABORERS**

AFFILIATED WITH
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

SERGIO RASCON
President

JON P. PRECIADO
Secretary/Treasurer

ARMANDO "MANDO" ESPARZA
Business Manager

4399 Santa Anita Ave. • Suite 205 • El Monte, CA 91731 • Tel (626) 350-6900 • Fax (626) 350-7583

Via E-mail and U.S. Mail

AFFILIATED LOCALS

**SOUTHERN
CALIFORNIA**

BURBANK
LOCAL 348

HOLLYWOOD
LOCAL 724

LONG BEACH
LOCAL 1309

LOS ANGELES
LOCAL 300

ORANGE COUNTY
LOCAL 658

POMONA
LOCAL 1414

RIVERSIDE-IMPERIAL
COUNTIES
LOCAL 1184

SAN BERNARDINO
INYO-MONO COUNTIES
LOCAL 283

SAN DIEGO
LOCAL 89

VENTURA
LOCAL 588

KERN COUNTY
SAN LUIS OBISPO COUNTY
SANTA BARBARA COUNTY
LOCAL 220

ARIZONA
PHOENIX
LOCAL 583

NEW MEXICO
ALBUQUERQUE
LOCAL 18

Maria Robbins, Deputy Chief
Department of Industrial Relations
Office of the Director, Research Unit
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David Y. Mar, Research Manager
Department of Industrial Relations
Office of the Director, Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102
DMar@DIR.CA.GOV

Re: Laborers Subsurface Imaging Laborer

Dear Ms. Robbins and Mr. Mar:

This letter will clarify that the Subsurface Imaging Laborer classification under the Southern California Master Laborer Agreement and the Horizontal Directional Drilling (HDD) Agreement does not perform any civil engineering or land surveying work and that the work does not include any above ground imaging or mapping, i.e., survey work.

Please let me know if you have any additional questions.

Sincerely,

Armando Esparza
Business Manager
Southern California District Council of Laborers

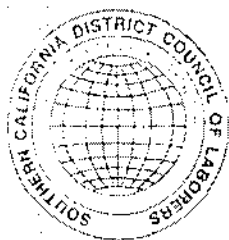
AE/lo
cc: Jose Mejia

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Department of Industrial Relations

FEB 16 2017

Office of the Director-Research

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OF
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HOLLYWOOD
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LONG BEACH
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ORANGE COUNTY
LOCAL 852

POMONA
LOCAL 1414

**RIVERSIDE-IMPERIAL
COUNTIES**
LOCAL 1184

**SAN BERNARDINO
INYO-MONO COUNTIES**
LOCAL 783

SAN DIEGO
LOCAL 29

VENTURA
LOCAL 585

**KERN COUNTY
SAN LUIS OBISPO COUNTY
SANTA BARBARA COUNTY**
LOCAL 220

ARIZONA
PHOENIX
LOCAL 383

NEW MEXICO
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LOCAL 16

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San Francisco, California 94102
DMar@DIR.CA.GOV

Re: Subsurface Imaging Laborer Classification
in Laborers MIA and HDD Agreement

Dear Ms. Robbins and Mr. Mar:

As you know, the Laborers Southern California Master Laborer Agreement and the Laborers Horizontal Directional Drilling (HDD) Agreement both include the Subsurface Imaging Laborer classification under Group 4. The scopes of work for this classification are different under each Agreement.

Article 3.E. of the HDD Agreement provides that the HDD Agreement covers "all horizontal directional drilling including subsurface utility imaging services and related work performed on jobsites or projects as part of the drilling operation by the Contractor..." Accordingly, the Group 4 classification of Subsurface Imaging Laborer in the HDD Agreement covers subsurface imaging when it is related to horizontal directional drilling. In contrast, the Group 4 classification of Subsurface Imaging Laborer in the Master Labor Agreement covers subsurface imaging when there is no horizontal directional drilling operation on the jobsite.

The HDD Agreement includes the Electronic Tracking Locator classification, which is currently published in the Horizontal Directional Drilling prevailing wage determination (SC-102-1184-1-2016-1) under Group 4. The Electronic Tracking Locator and the Subsurface Imaging Laborer classifications under the HDD Agreement are different. The Electronic Tracking Locator works in conjunction with the HDD Operator as the horizontal drilling operation is ongoing to locate and guide the underground drilling head, so that it

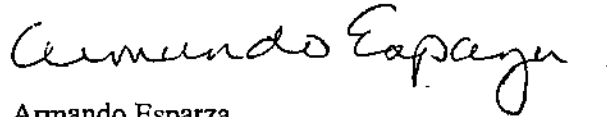
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Maria Y. Robbins, Deputy Chief
David Y. Mar, Research Manager
February 16, 2017
Page 2

does not hit underground obstacles. The information from the equipment used by the Locator employee is transmitted to the HDD operator as he/she is operating the HDD drill. On the other hand, the Subsurface Imaging Laborer does not work directly with the HDD operator, but performs subsurface imaging as a preliminary task to assess underground hazards, including but not limited to underground utilities, on the jobsite prior to the HDD operation.

Please let me know if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink that reads "Armando Esparza". The signature is fluid and cursive, with a period at the end.

Armando Esparza
Business Manager
Southern California District Council of Laborers

cc: Jose Mejia

23-102-2

RECEIVED

By Office of the Director - Research Unit at 9:19 am, Jul 24, 2012

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS

and

THE SOUTHERN CALIFORNIA

DISTRICT COUNCIL OF LABORERS


This Agreement entered into this first day of **July 2012**, by and between the **Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., Engineering Contractors Association, and the Southern California Contractors Association, Inc.**, on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS**; and, the **Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO**, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; hereinafter referred to as the **UNION**.

5. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.

(a) It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work:

(b) Street and highway work, grading and paving, excavation of earth and rock, including non-destructive utility line location (hydrovac operations), grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, communication and conduit installation, fiberoptic installation, blowing, splicing, testing and related work for telephone, T.V. or other communication transmission through conduit, encasement of conduit by concrete, slurry or other materials, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

(c) The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, weatherization, green energy work, geothermal, wind, water, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.



(e) All work involved in laying and installation of pipe both outside and within sewage filtration and water treatment plants, including, but not limited to, mechanical and pressurized pipe within.

(f) All work involved in laying and installation of landscaping irrigation pipe.

6. Repairing of power tools on the jobsite in connection with Laborers work. All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

C. Repairs

Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

D. Demolition

It is agreed that where demolition work is included under the terms of the job specifications of the General Contractor or subcontractor such work, including the salvage of the material from the buildings to be demolished, as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale, shall be performed by a person, firm or corporation signatory to this Agreement.

E. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.

F. Subject to the preceding paragraph, and subject to Paragraphs I and K of this Article, it is agreed that Laborers work shall include but not be limited to:

1. All work necessary to tend all other building trades craftsmen, including stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance and repair), cleanup of debris, grounds and buildings, the unloading of trucks and moving of equipment, material, [REDACTED] on the jobsite, and all General Laborers' work. The hoisting of rods except when a derrick or outrigger operated by other than hand power is used is claimed as Laborers' work, also the erection and dismantling of scaffolding regardless of height.

2. All work in connection with excavation for building and other construction including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps.

3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling,

rough-strike off of concrete [REDACTED]
conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzlemen, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface.

4. [REDACTED] Installation and application of epoxy, [REDACTED]

5. All work in the excavation, grading, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging, traffic control by any method, and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.

6. All work in connection with the operation of spreader boxes, such as True-Lay, Rola Pavers and Laytons or similar type models, including but not limited to shoveling and shifting material and cleaning of boxes.

7. All work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concrete of same; and the backfilling, grading and resurfacing of same.

8. All work in connection with the construction of caissons, cofferdams, subways (except as covered by the Tunnel Master Labor Agreement), aqueducts, irrigation water lines, culverts, flood controls, and both metallic and non-metallic drains and sewers, any type of conduit, no-joint pipe, including the cribbing, lagging, bracing, sheeting and checking grade for pipe laying, trench jacking and handling of hand-guided lagging hammers on all open trenches and ditches.

9. All work in connection with the shoring and under-pinning, including cutting, fitting, placing and raising, of all structures, soldier beams and sheet beams.

10. All work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type, regardless of the method used for such loading and placing. All power drills (whether core, diamond, wagon, track, multiple unit or other) and any and all types of mechanical drills without regard to motive power, size of drill bit, or self contained nature of the machine.

[REDACTED]

12. All work involved in the construction, replacement, alteration or modification of all rail lines, including salvage, demolition and take up, on main lines, siding, service lines or

on any structures part of or appurtenant to such facilities, whether located on railroad, public or private property and rights of way of any sort.

13. All signaling and rigging in connection with Laborers' work.

14. All work in connection with the wrecking of buildings and structures as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale.

15. All work in connection with the slinging, handling and placing of all riprap, rock and stone on highways, jetties, retaining walls or wherever used, wrecking yards and wrecking work on construction and/or razing sites.

[REDACTED]

18. All work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

19. All stocking and distribution of drywall material after it has been delivered to the jobsite; general cleanup of drywall scrap, framing scrap, lathing scrap, roofing scrap, plastering scrap, electrical scrap and associated materials; jobsite distribution of all appliances, ranges and furniture as well as cleanup work associated therewith.

20. The installation of [REDACTED] fencing [REDACTED] including [REDACTED] chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, cages, window guards and safety screens, interior and exterior. All screens including panels of metal, fiberglass, glass or synthetic materials. Metal corrals, pens, runs or enclosures. Metal and wood guard rail, road markers and street signs. Post and cable or chain fences or barriers. Installation of recreational game equipment including swings, slides, climbing structure, basketball backstops, net post and bars. Installation of metal gates and mechanical operators. Balcony railings where wire mesh, metal or wood panels are involved. Flag poles and street subdivision identification sign posts. All post hole drilling or excavation and the driving of fence posts for the work described above. The loading, moving and unloading of fencing materials.

21. Installation and cutting of pavers and paving stone.

[REDACTED]

G. Classifications listed in this Agreement which are not listed under this Section shall be

included in the coverage and description of Laborers' work claimed just as though incorporated in full in this Article. This does not restrict the Laborers from performing other work.

H. Any Contractor not signatory to both the Laborers' Tunnel Agreement and the Master Labor Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Tunnel Master Agreement for the Eleven Southern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the individual Contractor.

I. It is agreed that work covered by the following agreements: Plaster Tenders, Brick Tenders, Tunnel, Gunite, Asbestos, Housemovers, Horizontal Directional Drill, Parking and Highway Improvement and Landscape are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement for work in the Eleven Southern California Counties. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours and economic terms of employment shall be considered a part of this Agreement in the Eleven Southern California Counties by reference. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article V shall be applicable to such work.

J. This Agreement shall not prevent the Contractor from negotiating or making agreements with the Laborers' Union for any work or classification not covered by this Agreement.

K. Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different materials, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.

L. Manhole building shall be performed by bargaining unit employees qualified to perform manhole building. The Contractor may subcontract such work to a licensed contractor whose bargaining unit employees shall perform such work. Such subcontract shall in all ways comply with the article of this Agreement dealing with subcontracting. Bargaining unit employees shall receive wages and benefits equivalent to or greater than those contained in this Agreement for unit employees performing such work. In either case the bargaining unit employees shall receive benefits for actual hours worked, as per Article XVIII, Paragraph M, of this Agreement.

M. Work involved in laying and installation of pipe which is covered by this Agreement shall include, but shall not be limited to:

1. All work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials, equipment and laser beam operation.

[REDACTED]

[REDACTED]

4. Welding, certified or otherwise, in connection with Laborers' work.

5. Installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.

6. Installation of valve boxes, thrust blocks, both precast & poured in place, pipe hangers & supports incidental to installation of the entire piping system.

7. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.

8. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.

9. All piping for ornamental stream beds, waterways and swimming pools.

10. All piping for sewers and drain lines and all preparation on the jobsite allied directly thereto, including fabrication, replacement, repair and service of such installations.

11. All temporary irrigation and lawn sprinkler systems, all temporary water lines.

12. All decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade landscaped areas, finish grade, spread top soil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod, use of ground cover such as flatted materials, riprap, gravel & rock, crushed rock, pea gravel and all other landscapable ground covers, installation of header boards and mowing edges, soil preparation such as wood shavings, fertilizers (organic, chemical or synthetic), top dress ground cover areas with bark or any wood, residual or other specified top dressing.

N. All work in connection with the handling, control, removal, abatement, encapsulation or disposal of toxic waste. The work tasks shall include, but not be limited to, the erection,

moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment used in the handling, control, removal or disposal of toxic waste; as well as the bagging, cartoning, crating, or otherwise packaging of materials for disposal.

O. All work in connection with traffic control, including but not limited to flagging, signaling, assisting in the moving and installation of barriers and barricades including k-rail, safety borders and all equipment; [REDACTED]

[REDACTED]

Q. [REDACTED] installation of [REDACTED] tracks, [REDACTED]
[REDACTED] whether rubberized or of other material.

[REDACTED]

[REDACTED]

[REDACTED]